

PILLSBURY WINTHROP SHAW PITTMAN LLP

Richard L. Epling (RE-9302)

Erica E. Carrig (EC-2096)

1540 Broadway

New York, NY 10036-4039

Phone: 212-858-1000

Facsimile: 212-858-1500

Attorneys for LMC Phase II, L.L.C. and PSEG Resources L.L.C.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X		
	:	
In re	:	Chapter 11
	:	
GENERAL MOTORS CORPORATION	:	Case No. 09-50026 (REG)
	:	
Debtors.	:	
	:	
-----X		

**WITHDRAWAL OF LIMITED OBJECTION OF LMC PHASE II, L.L.C. REGARDING
APPLICABLE CURE COSTS AND SCOPE OF CURE OF TO NOTICE AND SECOND
NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN
EXECUTORY CONTRACTS AND (II) CURE COSTS RELATED THERETO**

LMC Phase II, L.L.C. ("LMC"), by and through its undersigned counsel, hereby withdraws the two Limited Objections and Reservations of Rights that it filed to the Debtors' Notice and Second Notice of (I) Intent to Assume and Assign Certain Executory Contracts and (II) Cure Costs Related Thereto dated June 15, 2009 (Docket No. 1098) and June 23, 2009 (Docket No. 2214). Each of LMC's objections have been resolved in accordance with that certain Confirmation Agreement Regarding Assumption and Assignment of Agreements and Related Documents for Renaissance Center Phase II between LMC and the Debtors dated August 11, 2009 (the "Assumption Agreement") attached hereto as Exhibit A.

Dated: August 27, 2009
New York, NY

By: /s/ /Erica E. Carrig
PILLSBURY WINTHROP SHAW PITTMAN LLP
Richard L. Epling (RE-9302)
Erica E. Carrig (EC-2096)
1540 Broadway
New York, NY 10036-4039
Phone: 212-858-1000
Facsimile: 212-858-1500
*Attorneys for LMC Phase II, L.L.C. and PSEG Resources
L.L.C.*

EXHIBIT A

**CONFIRMATION AGREEMENT REGARDING ASSUMPTION AND ASSIGNMENT
OF AGREEMENTS AND RELATED DOCUMENTS FOR RENAISSANCE CENTER
PHASE II**

This Confirmation Agreement Regarding Assumption and Assignment of Agreements and Related Documents for Renaissance Center Phase II (this "**Agreement**") is entered into this 11th day of August, 2009 among LMC Phase II, L.L.C., a Delaware limited liability company, with a principal address of c/o Resources Capital Management Corporation, 80 Park Plaza, T-22, Newark, New Jersey 07102 ("**LMC II**"), General Motors Company, a Delaware corporation, with a principal address of 200 Renaissance Center, Detroit, Michigan 48265 ("**GM Company**"), and Riverfront Holdings Phase II, Inc., a Delaware corporation, with a principal address of 300 Renaissance Center, Detroit, Michigan 48265 ("**RH II**").

RECITALS:

This Agreement is based on the following recitals:

A. LMC II (as assignee of LMC Resources Capital Limited Partnership, a Michigan limited partnership ("**LMC**")) is the ground lessee of the site (the "**Phase II Land**") of the downtown Detroit office and retail development commonly known as Renaissance Center Phase II, consisting of Towers 500 and 600, a surface parking lot, and various infrastructure ("**Phase II Improvements**") under that certain Amended and Restated Ground Lease between LMC and RH II, dated as of November 1, 2001 (the "**Ground Lease**"), a memorandum of which is recorded at Liber 35284, Page 1311, Wayne County Records, with respect to the real property described on Exhibit A hereto.

B. Concurrently with the Ground Lease, the Phase II Land and Phase II Improvements were leased by LMC, as lessor, to RH II and General Motors Corporation ("**GM**"), as co-lessees, under that Amended and Restated Operating Lease dated as of November 1, 2001 (the "**Operating Lease**"), a memorandum of which is recorded at Liber 35284, Page 1332, Wayne County Records, and LCM's rights under the Ground Lease and the Operating Lease were subsequently assigned to LMC II.

C. On June 1, 2009, GM filed voluntary petitions for relief in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") under Chapter 11 of Title 11 of the United States Code (the "**Bankruptcy Code**").

D. Pursuant to Section 363 of the Bankruptcy Code and that Amended and Restated Master Sale and Purchase Agreement dated as of June 26, 2009, among GM and certain other parties as sellers, and GM Company as purchaser, and as approved by the Bankruptcy Court as part of the strategic restructuring of GM and its business operations, title to various assets and interests of GM was transferred to GM Company, and certain executory contracts and unexpired leases were assumed by GM and assigned to GM Company (collectively, the "**363 Transactions**").

E. In furtherance of the 363 Transactions, the right, title and interest of GM in and to the Operating Lease and the ancillary documents and agreements related to the Phase II Land and Phase II Improvements set forth on Schedule 1 hereto (collectively, the "**Phase II Documents**") were assumed by GM and subsequently assigned to GM Company, effective as of July 10, 2009.

F. The parties hereto wish to enter into this Agreement in order to acknowledge and confirm the assumption and assignment of the Phase II Documents.

In consideration of the matters set forth in the Recitals, the parties to this Agreement hereby agree as follows.

1. The assumption by GM of the Phase II Documents, and the assignment thereof to GM Company, as assignee, effective as of July 10, 2009, are recognized, acknowledged and confirmed by all parties hereto. Accordingly, GM Company is recognized (i) as co-lessee with RH II under the Operating Lease and (ii) as party in GM's place and stead to the other Phase II Documents, in each case having all rights formerly held by GM under the Operating Lease and the other Phase II Documents and being responsible for performance of the obligations of GM thereunder to the extent performance is due on or after July 10, 2009. Notwithstanding the foregoing, RH II and GM acknowledge and agree that they remain obligated to pay any and all amounts accruing under the Operating Lease and other Phase II Documents including, but not limited to, Rent and Additional Rent (as such terms are defined in the Operating Lease), for the months of May, June and July 2009 to the extent not already paid.

2. The parties agree and confirm that the Phase II Documents, as so assigned to GM, remain in full force and effect, in good standing and without default thereunder, as of the date hereof.

3. This Agreement may be signed in any number of counterparts, each of which, taken together, shall constitute one and the same instrument.

Executed this 11th day of August, 2009.

(Signatures on following pages)

LMC PHASE II, L.L.C.,
a Delaware limited liability company

By: Resources Capital Management Corporation,
a New Jersey corporation
Its: General Partner

By: Eileen A. Moran

Its: President

"LMC II"

State of New Jersey)

) SS.

County of Morris)

The foregoing instrument was acknowledged before me this 10th day of August, 2009, by Eileen A. Moran, the President of Resources Capital Management Corporation, a New Jersey corporation, the general partner of LMC Phase II, L.L.C. a Delaware limited partnership, on behalf of said limited partnership.

Dennis K. Leely
Notary public

Morris County, New Jersey

My commission expires: July 25, 2013

EXECUTION RECOMMENDED
WORLDWIDE REAL ESTATE
BY [Signature]

GENERAL MOTORS COMPANY,
a Delaware corporation
By: [Signature]
Its: JOHN K. BLANCHARD
EXECUTIVE DIRECTOR
WORLDWIDE REAL ESTATE
"GM Company"

Approved for signing:

By: [Signature]

State of Michigan)
) SS.
County of Wayne)

The foregoing instrument was acknowledged before me this 11th day of August, 2009, by
John K. Blanchard, the Ex. Dir. Real Estate of General Motors Company, a Delaware
corporation, on behalf of said corporation.

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2015
ACTING IN COUNTY OF Wayne

[Signature]
Notary public
County, _____
My commission expires:

RIVERFRONT HOLDINGS PHASE II, INC.,
a Delaware corporation
By: [Signature]
Its: John K. Blanchard
President
"RH II"

Approved for signing:

By: [Signature]

State of Michigan)
) SS.
County of Wayne)

The foregoing instrument was acknowledged before me this 11th day of August, 2009, by
John K. Blanchard, the President of Riverfront Holdings Phase II, Inc., a
Delaware corporation, on behalf of said corporation.

[Signature]
Notary public
County, _____
My commission expires:

Drafted by and when recorded return to:
Mitchell R. Meisner, Esq.
Honigman Miller Schwartz and Cohn LLP
2290 First National Building
Detroit, MI 48226-3506

KATHLEEN M. RENTENBACH
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Sep 22, 2015
ACTING IN COUNTY OF Wayne

Exhibit A

Description of Land

Land in the City of Detroit, County of Wayne, State of Michigan, described as:

PARCEL I:

COMMENCING at the intersection of the Southerly line of Jefferson Avenue (210 feet wide) with the Westerly line of Randolph Street (as established in the Governor and Judges Plan); thence along said Southerly line of Jefferson Avenue, North 59 degrees 49 minutes 57 seconds East, 836.99 feet to the Northeasterly corner of Renaissance Center-Phase I; thence along the Easterly line of Renaissance Center-Phase I, South 19 degrees 52 minutes 47 seconds East, 106.34 feet to the point of beginning; thence North 59 degrees 49 minutes 57 seconds East, 116.61 feet to a point of curve; thence along the arc of a curve to the right having radius 77.38 feet, central angle 10 degrees 20 minutes 53 seconds and chord bearing North 65 degrees 00 minutes 24 seconds East, 13.96 feet a distance of 13.98 feet to a point of tangency; thence North 70 degrees 10 minutes 50 seconds East, 85.77 feet; thence South 19 degrees 49 minutes 10 seconds East, 0.88 feet; thence North 70 degrees 10 minutes 50 seconds East, 156.56 feet to a point of curve; thence along the arc of a curve to the right having radius 21.50 feet, central angle 37 degrees 55 minutes 16 seconds and chord bearing North 89 degrees 08 minutes 28 seconds East, 13.97 feet, a distance of 14.23 feet to the Westerly line of St. Antoine Street (50 feet wide); thence along said Westerly line of St. Antoine, not tangent to the preceding curve, South 26 degrees 05 minutes 38 seconds East, 228.76 feet; thence South 59 degrees 49 minutes 57 seconds West, 381.68 feet to the Easterly line of Renaissance Center-Phase I; thence along said Easterly line of Renaissance Center-Phase I, North 30 degrees 10 minutes 03 seconds West, 186.98 feet; thence continuing along the Easterly line of Renaissance Center-Phase I, North 19 degrees 52 minutes 47 seconds West, 95.23 feet to the POINT OF BEGINNING.

PARCEL J:

Commencing at the intersection of the southerly line of Jefferson Avenue (210 feet wide) with the westerly line of Randolph Street (as established in the Governor and Judges Plan); thence, along said southerly line of Jefferson Avenue, North 59 degrees 49 minutes 57 seconds East, 836.99 feet to the northeasterly corner of Renaissance Center Phase I and a point of beginning; thence continuing along the southerly line of Jefferson Avenue, North 59 degrees 49 minutes 57 seconds East, 77.78 feet to a point of curve; thence, along the southerly line of Jefferson Avenue (variable width), along the arc of a curve to the right having radius 876.73 feet, central angle 10 degrees 20 minutes 53 seconds and a chord bearing North 65 degrees 00 minutes 23 seconds East, 158.13 feet, a distance of 158.34 feet to a point of tangency; thence, continuing along the southerly line of Jefferson Avenue, North 70 degrees 10 minutes 50 seconds East, 137.32 feet to the westerly line of St. Antoine Street (50 feet wide); thence along the westerly line of St. Antoine Street, South 26 degrees 05 minutes 38 seconds East, 118.50 feet to the northerly line of Renaissance Center Phase II; thence, along the northerly line of Renaissance Center Phase II, along the arc of a curve to the left, not tangent to the preceding course, having radius 21.50 feet, central angle 37 degrees 55 minutes 16 seconds and a chord bearing South 89 degrees 08 minutes 28 seconds West, 13.97 feet, a distance of 14.23 feet to a point of tangency; thence continuing

along the northerly line of Renaissance Center Phase II, South 70 degrees 10 minutes 50 seconds West, 156.56 feet; thence continuing along the northerly line of Renaissance Center Phase II, North 19 degrees 49 minutes 10 seconds West, 0.88 feet; thence continuing along the northerly line of Renaissance Center Phase II, South 70 degrees 10 minutes 50 seconds West, 85.77 feet to a point of curve; thence continuing along the northerly line of Renaissance Center Phase II, along the arc of a curve to the left having radius 77.38 feet, central angle 10 degrees 20 minutes 53 seconds and a chord bearing South 65 degrees 00 minutes 24 seconds West, 13.96 feet, a distance of 13.98 feet to a point of tangency; thence, continuing along the northerly line of Renaissance Center Phase II, South 59 degrees 49 minutes 57 seconds West, 116.61 feet to the easterly line of Renaissance Center Phase I; thence along the easterly line of Renaissance Center Phase I, North 19 degrees 52 minutes 47 seconds West, 106.34 feet to the POINT OF BEGINNING.

Schedule I

Renaissance Center Phase II Assumed and Assigned Documents

Certain Party Definitions Use in Schedule I:

RHI – Riverfront Holdings, Inc.

RH II – Riverfront Holdings Phase II, Inc.

LMC – LMC Resources Capital Limited Partnership

LMC II – LMC Phase II, L.L.C.

GM – General Motors Corporation

BOA – Bank of America

ANR-REC – ANR Real Estate Company

ANR Pipeline – ANR Pipeline Company

1. Amended and Restated Operating Lease dated as of November 1, 2001, between LMC, as Lessor, and RH II and GM, as Lessee, and executed for limited purposes by ANR Pipeline.
2. Amendment to Phase II Easement and Agreement for Gas, Steam and Chilled Water Lines dated as of November 1, 2001, executed by Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but as Owner Trustee under Renaissance Center Trust No. 1998-A ("Wilmington Trust"), RH I, RH II, LMC Resources Capital Limited Partnership, a Michigan limited partnership ("LMC"), General Motors Corporation ("GM"), and consented to by Bank of America, N.A., as Agent on behalf of the Lenders under Mortgage dated as of July 1, 1998 and recorded July 20, 1998 in Liber 29908, Page 35, Wayne County Records ("BOA") and ANR Real Estate Corporation, a Delaware corporation ("ANR-REC").
3. Easement Agreement (Franklin Street) dated as of November 1, 2001, executed by Wilmington Trust, RH I, Port Atwater Parking Associates Limited Partnership, a Michigan limited partnership ("Port"), RH II, LMC, GM, and consented to by BOA and ANR-REC.
4. Amendment to Second Amendment to Pumping Station Easement and Agreement and Grant of Easements for Central Plant dated as of November 1, 2001, executed by Wilmington Trust, RH I, RH II, LMC, GM, and consented to by BOA and ANR-REC.

5. Agreement Regarding Modification of Permanent and Temporary Easement Streets dated as of November 1, 2001, executed by Wilmington Trust, RH I, RH II, LMC, GM, and consented to by BOA and ANR-REC.
6. Amended and Restated Cost Sharing Agreement dated as of November 1, 2001, executed by Wilmington Trust, RH I, RH II, LMC, GM, and consented to by BOA and ANR-REC.
7. Amendment to Phase II Agreement and Easement for Walkways, Podium Canopy and Existing Walkway dated as of November 1, 2001, executed by Wilmington Trust, RH I, RH II, LMC, GM, and consented to by BOA and ANR-REC.
8. Amended and Restated Central Plant Agreement dated as of November 1, 2001, executed by Wilmington Trust, RH I, RH II, LMC, GM, and consented to by BOA and ANR-REC.
9. Second Amendment to Restrictions Agreement and Grant of Right of First Offer dated as of November 1, 2001, executed by RH I, RH II, GM, LMC, and consented to by ANR-REC.
10. Assignment and Partial Assumption of Leases and Contracts and Consent of Operating Lessor dated as of November 1, 2001, from ANR Pipeline, as Assignor, to RH II and GM, as Assignee, and consented to by LMC.
11. Memorandum of Amended and Restated Operating Lease dated as of November 1, 2001, executed by LMC, RH II and GM.
12. Subordination, Non-Disturbance and Attornment Agreement (First Mortgage) dated as of November 1, 2001, executed by Capital Lease Funding, L.P., LMC II, L.L.C., a Delaware limited liability company, RH II and GM.
13. Subordination Non-Disturbance and Attornment Agreement (Second Mortgage) dated as of November 1, 2001, executed by ANR-REC, LMC, RH II and GM.
14. Tenant Estoppel Certificate dated as of November 1, 2001, executed by RH II and GM.
15. Supplemental Agreement Regarding Phase II Transaction dated as of November 19, 2001, among ANR Pipeline, RH II and- GM.

DETROIT.3765904.7